

# SADS ADSL and Leased Line Product Schedule

## Terms and Conditions of Provision

### 1.0 Definitions

The following words have the following meanings:

Word	Meaning
<b>Agreement</b>	Shall mean the service contract which comprises the customer order form and these terms and conditions.
<b>Agreement date</b>	Shall mean the date on which the customer order form and documentation was raised.
<b>Activation date</b>	Shall mean the date by which the services become live and are first made available for use by the customer or the end user of the services as specified in the service contract.
<b>Committed Delivery Date (CDD)</b>	Shall mean the date by which SADS anticipate the activation date of the services to begin. This is also the date by which SADS is measured against service credits for failing to deliver on or before the CDD.
<b>Customer Premises Equipment (CPE)</b>	Equipment such as modems, routers and micro-filters necessary to use any access connection, supplied by SADS or their third parties where their provision is for the express use of provisioning the customer services, or end user services as described in the customer order.
<b>Customer Requirement Form (CRF)</b>	Document detailing contact details, building details and position of equipment etc, which needs to be completed prior to SADS placing the circuit order with their base carrier suppliers. This ensures that SADS have the correct information from the outset of the agreement.
<b>Customer equipment</b>	Equipment belonging to the customer not forming part of the SADS equipment but which may be connected to the SADS equipment.
<b>Data centre</b>	A dedicated building providing space, power and secure facilities for storing data equipment and services. Often called a carrier hotel (where a telecommunications 'carrier' will rent space or 'rooms' within a data centre). SADS house their local points of presence (PoPs) in certain data centres around the UK.
<b>Ethernet First Mile (EFM)</b>	A term of reference given to the delivery of an Ethernet circuit, where the tail circuit is copper rather than the traditional fibre. New technology makes this possible and more affordable in locations where fibre delivery is either impossible or prohibitively expensive.
<b>Ethernet circuit</b>	Similar to a leased line, but generally a fibre based product to the point of entry into a building (except where the 'tail circuit' is provided as copper on an EFM technology). Ethernet circuits differ in that they are always presented as either an RJ45 connection (copper twisted pair Cat5e patch cable) or as a fibre patch cable presentation (termination type to be specified). Ethernet circuits operate at the International standard IEEE 802.3. Ethernet circuits are available usually at incremental speeds of 1Mb or 2Mb, where the minimum circuit speed is 1Mb, and the maximum will be multi gigabit circuits.
<b>Excess Construction Charges/Fee (ECCs)</b>	When SADS or their third party decree that the installation costs originally quoted (or which were included over the term if these costs are amortised) are not enough to cover the actual cost of the installation works. Such costs are known as excess construction fees or charges (ECCs), and these fees (where applicable) will be notified to the customer post site survey. Failure to accept or reject ECCs within 20 working days will result in a cancelled order. See section 3.8. ECCs under £200 for TTB EFM (2-pair) and £400 for TTB EFM (4-pair) will be automatically accepted by the supplier and SADS. SADS will attempt to notify the Order Contact of this information as soon as it is defined. Adjustments to billing may occur any time after the post site survey. ECCs above £200 (2-pair) and £400 (4-pair) will follow the standard process explained above.
<b>SADS</b>	Shall mean the company called Systems Analysis Design and Support Limited trading as SADS Ltd.
<b>SADS equipment</b>	Shall mean any apparatus or equipment provided by SADS or any third party to the customer to enable provision of the service under this agreement.

<b>Handover</b>	The process whereby the circuit is handed over from SADS to the Partner. Once this process is completed the circuit is deemed live.
<b>Initial term</b>	Shall mean the term of the agreement as specified in the customer order form e.g. 12 months. The minimum initial term is always 12 months unless otherwise stated in the customer order form.
<b>Leased line</b>	A symmetric telecommunications line connecting two locations. It is sometimes known as a 'private circuit' or 'data line'. Unlike a traditional PSTN line it does not have a telephone number, each side of the line being permanently connected to the other. Leased lines can be used for telephone, data or Internet services. In this instance, SADS refer to leased lines as either a point to point (P2P) connection between two customer locations, or between a customer location and a data centre, or between a customer location and a SADS PoP. In the latter instance, this will be typically for Internet provision. In the U.K. leased lines are available at speeds from 64Kb/s increasing in 64Kb/s increments to 2Mb/s over a channelised E1 tail circuit, and can be purchased in higher bandwidths. However, SADS only provides 2Mb E1 circuits. These circuits can be provided over copper or fibre.
<b>Logical Fault</b>	A non-hardware related fault. For instance, performance related issues where a 'physical' equipment fault has been eliminated as a possible cause.
<b>Monthly Recurring Charge(service)</b>	Charges made to the customer on a regular monthly basis in accordance with the agreed terms of contract with the customer
<b>Multi-Tenanted Building (MTB)</b>	SADS operates a specific Internet service for MTBs, and customers within an MTB already connected to the SADS network can typically expect their service to be delivered within 10 - 15 working days. MTB Internet services are delivered to the same service level agreements as any leased line or Ethernet circuit. It is only the connectivity methods within the building infrastructure which change.
<b>Network Termination Equipment (NTE)</b>	Typically third party equipment supplied by SADS or their third parties where their provision is for the express use of provisioning the customer services, or end user services as described in the customer order. This equipment may reside within the customer's premises, the end user's premises, or SADS and or their third parties' premises.
<b>Physical Fault</b>	A fault arising from the discovery of faulty hardware. Physical faults are usually those where no data rates can be achieved.
<b>Point of Presence (PoP)</b>	A node within the SADS network, sited within a data centre. It is the local point within the SADS network, to where Internet circuits are terminated.
<b>Public Switched Telecoms Network (PSTN)</b>	In the UK this is generally assumed to be a BT product, referring to a copper wire, analogue telephone line, or ISDN circuit.
<b>Service contract</b>	Shall mean the complete document which includes the customer order form and the appropriate terms and conditions. These documents are available upon request or by download from the SADS website; <a href="http://www.sads.com">www.sads.com</a> .
<b>Service</b>	Shall mean the services described in the details within the customer order form, and forming part of this agreement.
<b>Service Level Agreement (SLA)</b>	The agreement as set out in clause 4.0 of this document or such other service level agreement which is agreed in writing between the parties from time to time.
<b>Target Ready For Service</b>	The initial date which is supplied by the SADS provisioning team as the estimation for an activation date. This is not a binding date, nor is it a CDD, and should be used as a guide only as to the likely activation date. The TRFS is based on standard lead times and may vary post survey.
<b>Third party services</b>	Shall mean any part of the agreed services which SADS procures from a third party any third party telecommunications services and/or equipment which SADS uses in order to provide the services.
<b>Third party service provider</b>	Shall mean the provider of any third party services.

## 2.0 Introduction

### 2.1

The terms of this agreement form part of the conditions of sale, and shall be read in conjunction with the customer order form(s) signed by the customer.

### 3.0 Order process

#### 3.1

SADS will supply the customer with the services in accordance with these terms on request or available via the SADS website; the signed customer order form and if required a fully completed CRF. The combination of which, will form a service contract between the customer and SADS.

#### 3.2

SADS reserves the right to make any changes to these terms or to the service contract, including changes to the service and the SLA as is required from time to time, to reflect:

- Technical and operational changes to the core SADS network or that of one of SADS third party providers provided such changes do not materially affect the applicable service provided to the customer
- Changes enforced by law, regulation or codes of conduct which may be altered or issued from time to time

#### 3.3

SADS will notify acceptance of a customer order form by email within a target of 5 working days. Orders will be accepted on the basis that the customer has provided:

- i. A fully completed and signed copy of the customer order form and;
- ii. If required a fully completed CRF detailing contact names, site addresses, and termination details as requested on the current published CRF

The SADS representative will supply the CRF, usually at point of order.

#### 3.4

The TRFS is the day on which SADS expect (based on standard lead times) the service activation date commences, and therefore the date which the service contract may start.

SADS will endeavour to issue a TRFS at the same time at which they acknowledge receipt and confirm the customer order. However, SADS shall not be held liable for any consequential loss arising from unforeseen delay in issuance of TRFS

#### 3.5

Throughout the provisioning process, SADS will need to communicate with named member(s) of the customer's staff (or their nominated representatives) to arrange access to the customer or the end user's premises, for SADS and/or their third party suppliers. Any delays to these requests either by the customer, their representatives, the end user, or the Landlord of the termination premises will delay SADS from meeting the TRFS and from issuing a CDD. The CDD is the date by which SADS agree to have service ready for use (the activation date).

#### 3.6

Typically within 25 working days of acceptance of an order, SADS or their third party representative will perform a premises survey at the termination location, also known as a 'site survey'. It is typical that within a further 10 working days of the site survey, that SADS will be able to issue a CDD.

#### 3.7

During this time, SADS will notify the customer of any ECCs raised by the supplier.

The issuance of a CDD will be delayed where a decision regarding ECCs is outstanding.

When SADS or their third party decree that the installation costs originally quoted (or which were included over the term if these costs are amortised) are not enough to cover the actual cost of the installation works. Such costs are known as excess construction fees or charges (ECCs), and these fees (where applicable) will be notified to the customer post site survey. At this point, the order will be placed on automatic 'hold' until the customer agrees (or not) to pay the excess construction fees. The customer has 20 working days to decide, and to notify SADS in writing to the relevant member of staff of their decision. Please note that each elapsed day during this 20 day period will be automatically added to the CDD. If the customer agrees to pay, the provisioning service will resume and a CDD issued in due course. Should the customer decline they have the right to cancel their order with no further charges. Should the customer fail to notify SADS of their decision within 20 working days SADS may consider the order cancelled and the standard cancellation fees in table 5.0 below will apply.

ECCs under £200 for TTB EFM (2-pair) and £400 for TTB EFM (4-pair) will be automatically accepted by the supplier and SADS. As a result, orders will not be automatically rejected. SADS will attempt to notify the Order Contact of this information as soon as it is defined. Adjustments to billing may occur any time after the post site survey.

Any ECCs above £200 (2-pair) and £400 (4-pair) will follow the standard process explained above.

### 3.8

Should SADS miss the CDD on any non TTB EFM order, the customer is able to claim 'service delivery credits' which are detailed below in table 3.0 subject to 3.5, any delays outside of SADS control may lead to delays in the CDD and therefore invalidate any service delivery credit claim. For the avoidance of doubt, no CDD will be issued for TTB EFM products and therefore no late delivery service credits are available.

**Table 3.0 service delivery credits**

<b>Number of working days beyond SADS CDD date</b>	<b>Compensation = percentage of connection charge for the circuit to be credited to the customer</b>
01-10	5%
11-15	10%
16-20	15%
More than 20	20%

### 3.9

In the event that the customer takes a dual circuit solution from SADS, where the tail circuits are provided by alternate carriers (or the same carrier but via geographically diverse SADS PoPs) and one is configured as primary, with the other as a backup, then SADS will provide a TRFS and a CDD for each circuit.

The processes outlined within this document for delivery, will apply to each.

Where the solution is quoted and sold at a fixed monthly, quarterly or annual price, SADS reserve the right to charge for separate services as they are delivered. E.g. customer takes 100Mb leased line, with a 10Mb leased line Backup. In this event, SADS will charge for the first circuit and accompanying hardware (such as, but not limited to, routers, firewalls or cable trays) delivered on a pro rata basis, as this is a useable Internet connection.

The final charges will be applied on delivery of the second circuit and its confirmed live backup status presented in a working condition. At this stage, the contract term of the agreement for the solution will start. E.g. customer taking a 36 month term contract, with a 100Mb primary and a 10Mb backup circuit. The 100Mb circuit is delivered (as working) 2 months before the backup circuit. Not until the delivery of the backup circuit will the 36 month term of the agreement start. This means that the customer will be liable to pay the installation, monthly rental and reasonable set up costs as described above, for the primary circuit for an additional 2 months in this example.

In all cases, unless otherwise stated by the customer, SADS and their third party suppliers as applicable will endeavour to provide both or any circuits as part of any given solution at the same time. However, when this is not practicable or any third part service provider will not accommodate such requests, then the customer will be liable for all service charges as they arise on the activation date of said services.

### 3.10

In the event that a customer takes an ADSL backup service to their leased line, SADS will deliver the ADSL service and the leased line as close to the leased line CDD as possible using all reasonable endeavours. The exception to this will be when a customer asks for the ADSL service to be supplied in lieu of the leased Line being fulfilled. In this instance, SADS will charge pro rata for the delivery and rental of the ADSL service and accompanying hardware (such as, but not limited to, routers, firewalls or cable trays). The final charges will be applied on the activation date of the primary leased line circuit.

### 3.11

For ADSL backup services, at no time will the provision of an ADSL service be subject to service delivery credits. In addition, the ADSL circuit terms and conditions specific to the installation and use of that line are separate from this document.

### 3.12

Where ADSL backup services are taken, it is the customer's responsibility to ensure that there is an adequate, uncompromised BT analogue PSTN circuit. Should the customer not provide a valid telephone number for this PSTN circuit, then SADS will not be able to provide the ADSL service. Similarly, if the PSTN termination is not in the correct location (should be within 3 metres of the planned leased line termination point) then SADS will not be able to provide the ADSL service as a backup.

### 3.13

Delivery terms for all ADSL services are outlined in the ADSL terms and conditions schedule document.

### 3.14

For all services, when an installation fee is levied (as per the customer order form) SADS reserve the right to invoice this fee, which must be paid before SADS hand over the service to the customer or end user.

### 3.15

Subject to 3.9 and 3.10, the term of the service contract as indicated on the customer order form will not start until the final circuit or complete solution is delivered. I.e. the service charges and start dates of individual circuits may be staggered, but the service solution term of contract will start and end at the same time. This means that the first circuit to be provisioned will be invoiced prior to the term of the contract starting, and the invoice period in lieu of the backup or

secondary circuit(s) will vary depending on the independent tail circuit CDDs. Wherever possible however, SADS will try to ensure that the CDD for each circuit in a multi circuit solution are as close together as possible.

### 3.16

**CUSTOMER’S RESPONSIBILITY:** It is the responsibility of the customer at all times to ensure the following:

- 3 pin standard UK plug socket is available for each piece of required electronic equipment supporting the service(s) provided. Typically this will be one socket for each carrier NTE, and one for each router (or CPE) supplied by SADS to support the service. In addition, additional power sockets may be required as directed following initial site survey depending upon the solution(s) purchased
- For all ADSL services as a backup, the customer must ensure that a non-service bearing standard analogue PSTN line is available for SADS to enable the ADSL service. This PSTN line must terminate within 3 metres of the location of the SADS CPE
- That enough rack space, where the customer expects the carrier NTE and SADS CPE to be positioned within a data rack (standard UK 19inch width), and that there is at least 3U of available space per single leased line or Ethernet circuit. As much as 10U may be required in certain circumstances but this is the exception rather than the rule and should be identified at survey

## 4.0 Service level agreement

### 4.1

During active service, SADS offer a 99.5% uptime service level for all leased line/ Ethernet circuit products, extending to 99.7% where a backup service is taken. Please note: Failure to provide SADS with an onsite contact throughout the duration of a fault can result in the time it takes to resolve a fault to be extended. Please note that any such failure will be the Partner’s responsibility and therefore no service credits or compensation will be provided.

### 4.2

SADS provides optional ‘active alerts’ on all direct Internet access circuits or any circuits which are provided with CPE which is owned by SADS, and provided as part of a managed service by SADS. This means that in the event of any problems detected on customer circuits, SADS will, with best endeavours, be able to notify a named member (or members) of the customer’s staff of such issues via SMS or email. The following rules in table 4.0 are set as a target only.

**Table 4.0**

<b>Fault or Problem Detected</b>	<b>Time of Day</b>	<b>Target Response Time</b>	<b>Method of Response</b>
SADS IP monitor flags alert that would appear to mean customer circuit has failed. Immediate investigation to confirm if this is real or glitch, and where the fault lies	Mon – Fri 09.00-17.00	15 minutes	SMS alert or email (automated generation) of a potential issue with the service
SADS IP monitor flags alert that would appear to mean customer circuit has failed. Immediate investigation to confirm if this is real or glitch, and where the fault lies	Mon – Fri 17.00 – 09.00 and weekends/ bank holidays	30 minutes	SMS alert or email (automated generation) of a potential issue with the service,

### 4.3

Service availability is a measure of the relative amount of time a circuit is available for customer use during a given calendar month. ‘Service unavailability’ is defined as any period for which the service is unavailable, and is measured from the time:

- a) That the customer reports service unavailability to SADS, and opens a support ticket (customer must obtain a reference number for their call – this is automatically given with email logged calls), until the time;
- b) That SADS advises the customer that the service is restored and operating in accordance with agreed specifications, and SADS closes the support ticket. Any periods of time during which a support ticket is kept open at customer’s request following notification by SADS that service has been restored, is not included in measuring the duration of a period of service unavailability

4.4

When leased line backup or ADSL backup services are taken, then SADS will provide a 99.7% SLA for the solution as a whole. SADS agrees to provide a solution whereby should one circuit fail, then the backup line (leased line or ADSL) will be activated automatically within 5 minutes of the primary circuit failing. Should the secondary (backup) circuit fail to engage within 1 clock hour, then additional service unavailability penalties will apply in the following way:

- a) Where ADSL backup is provided, and both the primary and the ADSL fail, then SADS will pay service credits to the value of 1.25 times that which is stipulated within table 4.5. Exceptions are for when the backup service fails due to reasons beyond SADS's control. Such reasons can be, but are not limited to; third party activity, network failure outside of SADS and their supplier's networks, power cuts, atmospheric and weather induced problems, natural disasters or terrorist incidents
- b) Where a second leased line is installed in a failover or backup capacity, and both circuits fail, SADS will pay service credits as per table 4.5, but will apply to the rental values of both circuits. Exceptions are for when the backup service fails due to reasons beyond SADS's control. Such reasons can be, but are not limited to; third party activity, network failure outside of SADS and their supplier's networks, power cuts, atmospheric and weather induced problems, natural disasters or terrorist incidents

4.5

Service credits: In the event of service unavailability, SADS will credit the customer in accordance with table 4.5.

**Table 4.5 service credits**

Total service unavailability per month	Credit
Less than 1 clock hour	0% of MRC
1 - 6 clock hours	5% of MRC
7 - 24 clock hours	10% of MRC
25 clock hours and above	20% of MRC

4.6

In no event will SLA credits in any calendar month exceed 100% of the total MRCs payable by customer for the service in that month.

4.7

As a condition of entitlement to SLA credits, the customer shall cooperate with SADS in addressing any reported service problems.

4.8

SLA credits are applied only upon customer's written request, which must be submitted within 15 working days of a valid support call reporting the incident, and backed up by a reference number to support that claim. This can be submitted to the relevant SADS staff by 1st class recorded mail, or by email.

4.9

All approved SLA credits claimed by a customer for a given month will be totalled and applied to that customer's next invoice for the Service, or as promptly thereafter as is practical in the event of a dispute.

4.10

No SLAs apply to newly installed services or to service reconfigurations requested by customer, until five business days after:

- i. The service activation date or
- ii. Completion of the Service reconfiguration, as applicable

4.14

The SLAs above apply only in respect of service that is provisioned on SADS's network and, where applicable, to local access circuits provided by SADS (via third party providers). Service credits will not be approved for network faults or fibre issues outside of SADS control. See section 4.16 for further detail.

4.15

SLA credits provided for in these terms and conditions are customer's exclusive remedy with respect to items covered in these terms and conditions.

4.16

Exclusions: no SLA credit shall apply to the failure of the service to comply with an SLA, or to any period of service unavailability, caused, in whole or part, by any of the following:

- a. A failure of customer's own premises equipment or equipment of a customer's vendor
- b. A failure in local access facilities connecting the customer to SADS's network which are not provided by SADS

- c. Force majeure events
- d. Any act or omission of customer or any third party (including but not limited to, Customer's agents, contractors or vendors), including, but not limited to:
- e. Failing to provide SADS with an onsite contact and/or adequate access to facilities for testing
- f. Failing to provide access to customer premises as reasonably required by SADS (or its agents) to enable SADS to comply with its obligations regarding the service
- g. Failing to take any remedial action in relation to a service as recommended by SADS, or otherwise preventing SADS from doing so, or
- h. Any act or omission which causes SADS to be unable to meet any of the SLAs
- i. Customer's negligence or wilful misconduct, which may include customer's failure to follow agreed upon procedures
- j. Any scheduled maintenance periods when customer has been informed of such maintenance, and emergency maintenance
- k. Disconnection or suspension of the service by SADS pursuant to a right to do so under these terms and conditions
- l. Outages attributable to 'off-net circuits', that is:
  - a) Long haul domestic local access circuits in the USA, between an SADS PoP and a customer premises which is in a different local access transport area (LATA) and/or
  - b) Long haul international local access circuits provided in countries in which SADS does not operate its own network and provides the service using the services of third party providers

## **5.0 Term of 'service contract' and termination**

### 5.1

The term of each service contract shall start from the date on which, either the individual circuit (for single circuits and/or those with ADSL back up), or the final circuit (for a solution with leased line or Ethernet backup) is installed and made available for service (the activation date). The contract will then continue for the term stipulated within the customer order form. For the avoidance of doubt, the minimum term of contract for leased line/Ethernet services is 12 months. At the end of the term, the contract will automatically renew for a further period of one (1) month, on a rolling monthly basis, unless SADS receive prior notice from the customer under the termination conditions stated below.

### 5.2

Either party may terminate such service contract by giving ninety (90) days written notice to the other, such notice to expire no earlier than the end of the initial term as stated on the customer order form. In the case of termination by the customer, any such written notice shall not be effective unless

- I. Given by 1st class recorded post, or an email to a relevant, named member of staff within SADS, and by an authorised member of the customer's staff. Such notice must also outline full details of the service contract including all circuit details and addresses to be terminated, and that;
- II. SADS has confirmed receipt of such termination notice by email or letter within five working days of its receipt

### 5.3

In addition to SADS's other rights, SADS may end any service contract and/or suspend the provision of any service under a service contract in the following circumstances:

- a) Immediately following the expiry of 5 working days written notice from SADS to the customer for non-payment of any charges and payment has not been made following such notice; or
- b) Immediately in writing if the customer materially breaches these terms; or
- c) Immediately if bankruptcy or insolvency proceedings are brought against the customer (or its parent company), a receiver or administrator is appointed over any of the customer's (or its parent company's) assets or the customer (or its parent company) goes into liquidation or enters into a voluntary arrangement with its creditors other than for the purposes of reorganisation (or any similar event in its country of incorporation takes place); or
- d) As soon as required if SADS is obliged to, by a decision or direction of any governmental body or regulatory authority

### 5.4

Upon termination of a service contract, all charges incurred by the customer for the use of the services up to the date of termination shall be due and payable in full and on demand and the customer shall have no right to withhold, deduct or set off any such amounts.

### 5.5

Upon termination of a service contract for whatever reason the customer shall immediately stop using the services prescribed in such service contract and the customer's right to use such services shall immediately terminate.

### 5.6

Where SADS suspends service for customer breach and subsequently reconnects services, the customer may be liable for a reasonable reconnection fee which shall be notified to the customer in advance.

### 5.7

If the customer cancels an order, or requests that an order already placed is significantly modified (e.g. changes in address; service type; point of presence or presentation), prior to the service Handover, as defined in the relevant service contract, then notwithstanding SADS's other rights pursuant to the service contract, the customer shall pay all costs incurred by SADS as a result of such cancellation or modification. In addition to any other direct 3rd Party costs incurred by SADS during the delivery of the order, Partner's will also incur the charges outlined below in table 5.0.

Table 5.0

Reason for Cancellation	Cancellation charge payable by the customer (Percentage (%) of installation charge)	Cancellation charge payable by the customer (Percentage (%) of rental charges for the term of contract)
Customer cancels for any reason before TRFS is issued and order accepted by tail provider	£150	0
Customer cancels for any reason post TRFS issued and order accepted and before site survey carried out	£295	0
Customer cancels for any reason post site survey but before a CDD is issued	£295	0
Customer cancels for any reason post issue of a CDD and within 15 working days of the actual CDD	100%*	0
Customer cancels for any reason post issue of a CDD and within 5 working days of the CDD	100%*	10%
Customer cancels for any reason post CDD and prior to service Handover	100%*	0
Customer cancels for any reason post CDD and delivery of service before term of contract expires	100%*	100%

\*Exceptions: Where ECCs have been accepted, the total amount of ECCs will be payable in full upon cancellation in addition to those specified within section 5.7.

#### 5.8

For the avoidance of doubt, where installation charges are not payable because they are spread over the term or are discounted for a particular service contract, SADS will base cancellation fees on the supplier installation cost and the remaining contractual months, applying the same percentage fees as in table 5.0. Additionally, SADS may charge the customer for all costs which it has incurred in relation to provision of the services (e.g. costs associated with network or infrastructure builds or obtaining way leaves, etc) up to and prior to the date upon which it receives the early cancellation request from the customer.

#### 5.9

If the customer cancels a service without cause after the Handover and prior to the end of the initial term, then all charges that would have been payable until the end of the initial term (together with the notice period of 90 days) shall immediately become due and payable.

#### 5.10

For customers taking leased line backup or ADSL back up products, please note section 3.14 with regard to service contract start dates.

#### 5.11

If the Partner wishes to take advantage of liquidation protection then the following terms and conditions will also apply :

1. The reseller must provide evidence that their customer has ceased trading

2. A minimum of 12 month rental is payable
3. Cease charges will be payable if the service is cancelled within the first 12 months of £2k for fibre Ethernet and £1k for EFM if the Ethernet circuit was originally installed with zero setup charge
4. No additional penalty for contracts cancelled after 12 months
5. 30 days' notice required

## **6.0 EFM**

### 6.1

EFM is a term used to describe the 'connection medium' which uses copper, to provide a tail circuit into the customer's premises back to the nearest point of interconnect with the base provider's network, which then subsequently integrates with SADS's network. EFM is also known as Ethernet over copper.

### 6.2

EFM is delivered using twisted copper pairs from the BTW local access exchange, and can deliver speeds of 1Mb/s to 20Mb/s, or limited ability, or where provision of fibre services end to end would be cost prohibitive (e.g. in rural and semi-rural areas).

### 6.3

Non TTB EFM services for Ethernet circuits have the same SLA and terms as in sections 2.0 – 5.0 above, with the exception that the service credits for service unavailability will only be considered if the service is materially affected in the following ways:

- Should a copper pair fail, in this event the other copper pairs providing the service will continue to deliver service. In this instance, should one or more copper pair fail, leading to the availability of less than 50% of the advertised bandwidth rate, the customer will be able to claim service credits in the usual way (section 4.5).
- In the event of a total loss of service due to the copper access pairs, or any network fault, as with all other leased line products, then full service credits as described in section 4.5 are available and in accordance with the terms of section 4

### 6.4

TTB EFM services for Ethernet circuits have the same SLA and terms as in sections 2.0 – 5.0 above, with the exception that the service credits for service unavailability will only be considered if the service is materially affected in the following ways:

- Should a copper pair fail, in this event the other copper pairs providing the service will continue to deliver service. In this instance, should one or more copper pair fail, leading to the availability of less than 50% of the advertised bandwidth rate, the customer will be able to claim service credits in the usual way (section 4.5).
- In the event of a total loss of service due to the copper access pairs, or any network fault, as with all other leased line products, then full service credits as described in section 4.5 are available and in accordance with the terms of section 4

TTB EFM services are not issued with a CDD and therefore no late delivery service credits are applicable.

## **7.0 Wires only Internet access and point to point circuits**

### 7.1

Outline descriptions:

- a) 'Wires only' is a term used to identify services which are not supplied by SADS Internet as 'Managed'. Managed Services are those where SADS retains ownership, access to, and control of the Customer Premises Equipment (CPE) which enable SADS to actively support the service supplied and more importantly maintain the SLA. The type of wires only services available are detailed below in 7.1 c) and d).
- b) **IMPORTANT:** Where wires only services are offered, SADS are not responsible for the CPE chosen by the customer, nor can SADS advise on whether the chosen (un-tested) CPE should work with SADS services. SADS have extensively tested the CPE for all SADS Managed Services, and whilst it is largely accepted that many third party supplied CPE should work, SADS cannot be responsible for instances where it does not. The following general criteria should be read and fully understood before taking any wires only service:
  - I. It is an SADS recommendation that the customer should have a good technical understanding of IP Networks, and the ability to support the CPE they supply.
  - II. For Internet circuits, CPE supplied should be a Layer 3 device capable of supporting BGP (Border Gateway Protocol). For point to point circuits, are Layer 2, and BGP is not required.
  - III. Note; many entry level enterprise class firewalls will not support BGP.
  - IV. SADS will provide BGP configuration information and IP addressing
  - V. BGP security passwords are not used by default.
  - VI. Private AS is supplied to the customer as standard.
  - VII. Use of registered AS numbers can be authorized by SADS network engineering on a case by case basis (NSSP).
  - VIII. Normally link level and routed subnets are provided by SADS

- IX. PI and private addressing may be considered as an alternative on a case by case basis (NSSP)
- X. SADS can provide technical assistance to customers wanting a wires only product – e.g. with testing equipment, or researching whether SADS could support certain CPE, which will be charged at £110 per hour (or £850 a day).
- XI. Faults; where the customer logs a fault and SADS are left liable for charges incurred by false errors, abortive site visits, or site visits proving the circuit is not at fault, then any resulting charges will be passed on to the customer.

**Types of Wires Only Services Available:**

(c) Wires only Internet circuits are those where the circuit and network infrastructure are provided in the same way as a fully managed service, but SADS are not responsible for any termination CPE (i.e. Routers or Firewalls). These devices are supplied and managed by the customer or their end user. Due to the nature of these services, where SADS is not in control of the CPE, then the SLA is reduced (see 7.2) below that of SADS Managed service.

(d) Point to point circuits are those which are completely off-net from the SADS network. Simply, in this instance, SADS are reselling SADS carrier Partner's local network services to the customer. As for wires only Internet circuits, because this circuit does not touch SADS network or monitoring equipment, SADS cannot provide as a fully managed service, and the SLA is reduced (see 7.2) Any specific technical detail which a customer may require to connect such circuits (end-to-end) will be provided from standard documentation on a case by case basis by the off-net provider.

**7.2**

SLA amendments to those in clause 4, specifically for 'unmanaged' circuits. Such circuits referred to generally, but not exclusively, as wires only services, wires only internet access circuits, and point to point (or point to multi point) circuits:

- a) In the event of a fault, SADS will offer best efforts to the customer to resolve the issue. In the event that a fault is logged, the first checks made by SADS will be internally and with the carrier providing the tail circuit(s). If they are deemed to be working within normal parameters, then the customer or the Partner managing the CPE device should be on site (or have remote access to) the CPE to manage queries between the device and the SADS edge network. In these instances it is the customer's responsibility to provide SADS support staff with correct passwords and administrator rights as required, to help troubleshoot the issue
- b) The demarcation point for SADS's unmanaged, wires only services is the tail circuit carrier's NTE
- c) The customer or Partner may be required to provide detailed diagnostics from the CPE

**7.3**

Wires only Internet services are only available for single leased lines - no ADSL backup or leased line failover services are available as 'wires only'.

**7.4**

It is the responsibility of the customer to raise a potential fault with the SADS helpdesk, as wires only services are not monitored proactively by SADS. Therefore, for these services, section 4.2 of this document is void for wires only services.